IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE SEVENTEENTH DAY OF JANUARY
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE K.C. BHANU

WRIT PETITION NO : 133 of 2005

Between:

N. Srinivas, S/o. Ramanujaiah,
Hindu, Government Jurnior College, Wankadi, Adilabad District.

..... PETITIONER

AND

1 The Government Junior College, Wankidi, Adilabad District, Rep. by its Principal.
2 The Director of Intermediate Education, Government of Andhra Pradesh, Nampally, Hyderabad.
3 The Government of Andhra Pradesh, Rep. by its Secretary, Department of Higher Education,
Secretariat, Hyderabad.
4 The Regional Joint Director , Intermediate Education, Warangal

.....RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a Writ order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondent in not continue the petitioner as Civics Lecturer as per the agreement made between the petitioner and Respondents as illegal, arbitrary and in violation of principles of Natural justice and consequently direct the Respondents to continue the petitioner as Civics Lecturer till the end of agreement period i.e. 28-2-2005 and pass such other order or orders

Counsel for the Petitioner: MR.GANDURI NAGESWARA RAO

Counsel for the Respondents: GP FOR EDUCATION

The Court, at the stage of admission, made the following :

ORAL ORDER

For not continuing the petitioner as Lecturer of Civics as per the agreement, dated 15-09-2004 made between the petitioner and the respondents, the present writ petition is filed.

The learned counsel for the petitioner contended that the petitioner was appointed as Lecturer in Civics on contract basis and the validity of the contract period is up to 28-02-2005 and since the date of his appointment the petitioner has been discharging his duties. Contrary to the terms of the contract of agreement, the petitioner was orally instructed not to attend the classes from 10-01-2005. The act of the respondents in terminating the services of the petitioner orally is contrary to the terms of contract of agreement, which is in force till 28-02-2005.

On the other hand, the learned Government Pleader representing the respondents contended that as per the agreement, the petitioner shall continue till 28-02-2005, or the contract of employment can be terminated when a regular selected person was taken charge. She further contended that a regular selected person has assumed as a Lecturer in Civics on 08-01-2005. It is very clear from the contract of employment, the validity of the contract period is up to

28-02-2005 or before regularly selected person assumes office. As the regularly selected person took charge as Lecturer in Civics on 08-01-2005,the termination cannot be said to be in violation of the agreement entered in between the petitioner and the respondents. However, it is not shown that

discontinuing the petitioner, as a Civics Lecturer, is contrary to the agreement made between the petitioner and the respondents.

Therefore, the writ petition is devoid of merits and is accordingly dismissed. No order as to costs.

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K.C.BHANU,J

17th January 2005

*TSNR

TO

1 The Government Junior College, Wankidi, Adilabad District, Rep. by its Principal.
2 The Director of Intermediate Education, Government of Andhra Pradesh, Nampally, Hyderabad.
3 The Government of Andhra Pradesh, Rep. by its Secretary, Department of Higher Education, Secretariat, Hyderabad.
4 The Regional Joint Director , Intermediate Education, Warangal

5. Two C.Cs. to the Government Pleader for Higher Education, High Court Buildings, Hyderabad (OUT)

6. Two C.D.Copies.